



# SIMMONS & SON

## TENANTS TERMS & CONDITIONS

1. All tenancies are subject to references and landlords approval. The references that are normally required are employer, current & previous landlord, credit, bank and Right to Rent.
2. Before commencement of the tenancy the following is required:
  - A. **Before Referencing: Reservation Deposit** equal to **One Weeks Rent**
  - B. **Day Before Check In:** The first months rent + **Five weeks deposit**, minus the initial Reservation Deposit.
3. All the above charges must be paid by bank transfer. **Please note the Reservation Deposit is non-refundable should you not proceed or should your references fail. In the unlikely event that the Landlord withdraws for any reason, other than your application or references proving unacceptable, then a proportion of your Reservation Deposit will be refunded.** Applications may be terminated should the referencing process be excessively delayed by the Tenant, Guarantor, Employer or Accountant.
4. A guarantor may be used in the event of failed references, providing that the Landlord agrees. The guarantor will be responsible for the rental payments should you fail to pay along with any excessive damage caused to the property, they will also be asked to sign each and every Tenancy Agreement whilst you reside in the property. The guarantor should be registered at a fixed address for at least 3 years, they must also earn a sufficient income to cover the rental payments. A guarantor cannot be removed from a Tenancy Agreement without consent of the Landlord.
5. All rents are payable monthly in advance by manual Standing Order, either on or before the due date.
6. We will advise gas, electric, water and council tax departments of change of occupation, but the tenant is responsible for advising the telephone line supplier and TV licence offices (if appropriate). The tenant is required to set up their account for each service. All services do reserve the right to request deposits for new occupiers. These deposits are collected at the commencement of the tenancy and returned at the termination of the tenancy by their own representatives.
7. The deposit is held in a Deposit Protection Scheme on behalf of the tenant, and returned at the termination of the tenancy, less any damage, dilapidations, cleaning required, arrears of rent or any other outgoings once the schedule of dilapidations have been drawn up by the Inventory Clerk/Landlord (if applicable).
8. Formal Inventories are carried out upon the Landlords request and are not the Agents responsibility. The Agent recommends tenants record their findings at check in in addition to any Inventory which may or may not have been conducted by the Landlord/Landlord's Inventory clerk.
9. An initial inspection is due after the first 3 months of the tenancy then following Half Yearly inspections are carried out on Managed Tenancies on behalf of the Landlord. These are made by prior arrangement.
10. Landlords insurance will not cover accidental damage caused by tenants, or tenant's personal effects and the tenants are advised to take out their own insurance cover.
11. Animals or pets of any kind are not permitted without specific prior agreement with the Landlord.
12. **The Property should be considered as "let as seen"** at the time of viewing (less current tenants belongings). Requested works or property amendments must be submitted in writing and shall not be considered as granted without formal written acceptance from the Landlord. Granted works should be inspected by the tenant prior to signing the tenancy agreement.
13. Right to Rent requires Agents in England to check that all tenants who occupy their properties have legal status to live in the UK. Before you can rent a home in England, a landlord or letting agent must undertake passport and immigration checks prior to letting out the property. Before proceeding with this application a UK Passport or "Share Code" must be provided for each tenant. Ongoing checks for the duration of the tenancy are required in order to comply.  
<https://www.gov.uk/prove-right-to-rent>